

1
2
3
4
5
6
7
8
9 JS-6
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BMW OF NORTH AMERICA, LLC, a
Delaware limited liability company, and
BAYERISCHE MOTOREN WERKE
AG, a German corporation,

Plaintiffs,

v.

KAI-MING LIU, an individual; KE-
CHIEN LO, an individual; and DOES 1-
10, Inclusive,

Defendants.

Case No.: CV14-00319 DDP (PLAX)

**JUDGMENT INCLUDING
PERMANENT INJUNCTION, AND
DISMISSAL OF ENTIRE ACTION
WITHOUT PREJUDICE**

The Court, pursuant to the Stipulation for Entry of Final Judgment,
including Permanent Injunction ("Stipulation"), and separate Confidential

1 Settlement Agreement between Plaintiffs BMW OF NORTH AMERICA, LLC
 2 (“BMW NA”), and BAYERISCHE MOTOREN WERKE AG (“BMW AG”)
 3 (collectively “Plaintiffs”), and Defendants KAI-MING LIU and KE-CHIEN LO
 4 (collectively “Defendants”), hereby ORDERS, ADJUDICATES and DECREES
 5 that a final judgment, including permanent injunction shall be and hereby is
 6 entered against Defendants in the above-referenced matter as follows:

7 1. **PERMANENT INJUNCTION.** Defendants and any person or
 8 entity acting in concert with, or at their direction, including any and all agents,
 9 servants, employees, partners, assignees, distributors, suppliers, resellers and any
 10 others over which Defendants may exercise control, are hereby restrained and
 11 enjoined, pursuant to 15 U.S.C. §1116, from engaging in, directly or indirectly, or
 12 authorizing or assisting any third party to engage in, any of the following activities
 13 in the United States and throughout the world:

14 a. copying, manufacturing, importing, exporting, marketing,
 15 selling, offering for sale, distributing or dealing in any product or service that
 16 uses, or otherwise making any use of, any of Plaintiffs’ trademarks, including but
 17 not limited to, the trademarks with the United States Patent and Trademark Office
 18 Registration Numbers referenced in Exhibits “A” – “Q” of the Complaint filed by
 19 Plaintiffs’ in this action, and/or any intellectual property that is confusingly or
 20 substantially similar to, or that constitutes a colorable imitation of, any of
 21 Plaintiffs’ trademarks, whether such use is as, on, in or in connection with any
 22 trademark, service mark, trade name, logo, design, Internet use, website, domain
 23 name, metatags, advertising, promotions, solicitations, commercial exploitation,
 24 television, web-based or any other program, or any product or service, or
 25 otherwise;

26 b. performing or allowing others employed by, under control of,
 27 or representing Defendants, or under their control, to perform any act or thing
 28 which is likely to injure Plaintiffs, any of Plaintiffs’ trademarks, including but not

1 limited to the trademarks with the United States Patent and Trademark Office
2 Registration Numbers referenced in Exhibits “A” – “Q” of the Complaint filed by
3 Plaintiffs’ in this action.

4 c. engaging in any acts of federal and/or state trademark
5 infringement, false designation of origin, unfair competition, dilution, or other act
6 which would tend damage or injure Plaintiffs; and/or

7 d. using any Internet domain name or website that includes any of
8 Plaintiffs’ trademarks including but not limited to the trademarks with the United
9 States Patent and Trademark Office Registration Numbers referenced in Exhibits
10 “A” – “Q” of the Complaint filed by Plaintiffs’ in this action.

11 2. Defendants are ordered to deliver immediately for destruction all
12 allegedly unauthorized products, including counterfeit BMW® or M®-branded
13 products, labels, signs, prints, packages, wrappers, receptacles and advertisements
14 relating thereto in their possession or under their control bearing any of Plaintiffs’
15 intellectual property or any simulation, reproduction, counterfeit, copy or
16 colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices
17 and other means of making the same, to the extent that any of these items are in
18 Defendants’ possession.

19 3. This Permanent Injunction shall be deemed to have been served upon
20 Defendants at the time of its execution by the Court, and the case shall be
21 dismissed, in its entirety, *without* prejudice, upon entry of this Final Judgment,
22 including Permanent Injunction.

23 4. The Court finds there is no just reason for delay in entering this
24 Permanent Injunction, and, pursuant to Rule 54(a) of the *Federal Rules of Civil
25 Procedure*, the Court directs immediate entry of this Permanent Injunction against
26 Defendants.

27 5. Defendants will be making an agreed-upon payment to Plaintiffs, as
28 more particularly described in a separate Confidential Settlement Agreement.

1 6. The case shall be dismissed without prejudice.

2 7. **NO APPEALS AND CONTINUING JURISDICTION.** No
3 appeals shall be taken from this Permanent Injunction, and the parties waive all
4 rights to appeal. This Court expressly retains jurisdiction over this matter to
5 enforce any violation of the terms of this Permanent Injunction.

6 8. **NO FEES AND COSTS.** Each party shall bear their own attorneys'
7 fees and costs incurred in this matter.

8 IT IS SO ORDERED

9
10 DATED: April 14, 2014

11
12
13


14 The Honorable Dean D. Pregerson
15 United States District Judge

16
17
18
19
20
21
22
23
24
25
26
27
28